



# Plattsburgh, New York

Randal J. Stone  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-561-5965  
Fax: 518-561-8236  
stoner@cityofplattsburgh-ny.gov

## MEMO

**TO:** Mayor James Calnon  
Members of the Common Council

**FROM:** Fire Chief, Randal Stone

**DATE:** August 20, 2015

**RE:** Fire and Ambulance Responses

For this two week period: Thursday, August 6, 2015 to Wednesday, August 19, 2015  
our Department has responded to the following:

<b>Fire Calls</b>	<b><u>30</u></b>
	1 gasoline spill
	7 system activations
	1 EMS assist
	10 MVA
	1 hazmat release investigation
	1 heat from short circuit
	1 special outside fire
	1 natural vegetation fire
	2 cooking fire
	2 arcing
	1 electrical wiring
	1 animal rescue
	1 dispatched cancelled en route

<b>Ambulance Calls</b>	<b>90</b>
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<b>Mutual Aid by CVPH</b>	<b>13</b>
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## 2015 COMPLAINTS

Tuesday, August 18, 2015

8:57:56 AM

DATE RECEIVED	COMPLAIN T #	COMPLAIN ER	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTIO N DATE	INSPECTION REPORT	CORRECTION	CORRECTIO N DATE
7/24/15	300-2015	PARTY SUPPLY	316	CORNELIA ST.	PLATTS. PLAZA	FLOODING REAR ACCES RD. WEST SIDE. PLAZA.	7/27/15	VERIFIED. WATER 2" TOP OF EL.TRANSFORMER	LETTER SENT. REPAIRED	8/11/15
8/4/15	299-2015	ANON	CORNE R	COGAN & CORNELIA		BAG OF GARBAGE LEFT FOR 2 WEEKS	8/10/15	VERIFIED	PICKED UP BY DPW	8/10/15
8/3/15	298-2015	DPW-TORI	19	CLINTON ST.	ACR PROPERTIES	COUCH LEFT ON STREET BY TENANT	8/3/15	VERIFIED.	PICKED UP BY DPW	8/3/15
7/20/15	297-2015	MLD-SCOTT	11	HILLCREST AVE.	JOHN PELKEY	LOAD WIRE, METER CAN, GROUND ROD & WIRE	7/20/15	SENT LETTER TO OWNER		
7/20/15	296-2015	BI-KEN	5040-5042	SO. CATHERINE ST.	DORIS DEIF	TRASH OUT FRONT, TALL GRASS	7/20/15	VERIFIED. LETTER SENT.	MOWED & PICKED UP BY DPW	7/21/15
7/16/15	295-2015	BI-KEN	102	MILLER ST.	KEVIN GORDON	TALL GRASS & WEEDS	7/16/15	VERIFIED. DPW ORDERED TO PICK UP/MOW	MOWED BY DPW. GARBAGE GONE BY DPW	7/20/15
7/20/15	294-2015	BI-SCOTT	90	MILLER ST.	WAYNE YOUNG	ESTATE OF WAYNE YOUNG	7/20/15	VERIFIED. DPW ORDERED TO PICK UP.	PICKED UP BY DPW	7/20/15
7/14/15	293-2015	MLD-SCOTT	78	WALL ST.	ROBERT DOLAN	LINE, LOAD METER, GROUND ROD & WIRE BAD.		SENT LETTER. PERMITTED APPLIED FOR.	COMPLETED	7/23/15

DATE RECEIVED	COMPLAIN T #	COMPLAIN ER	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTIO N DATE	INSPECTION REPORT	CORRECTION	CORRECTIO N DATE
7/23/15	292-2015	KEN-BI	5022	SOUTH CATHERINE ST.	KAREN LAPAGE	TALL GRASS.	7/23/15	VERIFIED. LETTER SENT.	MOWED	7/27/15
7/16/15	291-2015	MLD-SCOTT	23	STANDISH ST.	JEFF BABBIE	ELECTRIC SERVICE BAD 2 APARTS. AT 23 STANDISH	7/16/15	VERIFIED. LETTER SENT. TURNED OFF	PERMIT FILED FOR. CORRECTED	7/28/15
6/29/15	290-2015	MLD-SCOTT	24	ST. CHARLES STREET	MARTIN WINTERBOT TOM	SATELITE DISH MOUNED WITHIN 36" OF ELECTRIC DISCONNECT	6/26/15	VERIFIED. LETTER SENT TO WONER	OWNER WILL ADVISE TENANT TO MOVE.	7/28/15
7/27/15	289-2015	NANCY WOODWA RD	29	WILLIAM ST.	MARC DUFFY	DEAD TREE IN YARD AT 29 WILLIAM ST.	7/27/15	VERIFIED. DEAD TREE. SENT LETTER	NO AUTHORITY TO ORDER REMOVED	
7/31/15	288-2015	ANON		SOUTH CATHERINE ST.		3 VEHICLES PARKED ON LAWN				
7/31/15	287-2015	ANON	62	COUCH ST.	CHRIS MITIGUY	GARBAGE OUT FRONT FOR A WEEK		garbage in front	spoke with employees	7/31/15
7/31/15	286-2015	DONNA	5481	PERU ST.	STEVE BRODI	SMELLS LIKE SEWER, CATS SMELL, COCKROACHES, PEOPLE R SICK				
7/30/15	285-2015	PJ WHITBECK	6	MACDONOUGH ST.	LARRY TROMBLEY	TENANTS FROM 6 PUTTING THEIR GARAGE IN 12 MACDONOUGH DUMPSTER		VERIFIED.	PICKED UP.	8/7/15

DATE RECEIVED	COMPLAIN T #	COMPLAIN ER	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTIO N DATE	INSPECTION REPORT	CORRECTION	CORRECTIO N DATE
7/28/15	284-2015	KASPER	66	SALLY AVE.	DWIGHT LAFOUNTAIN	ABANDONED, ANIMALS ALL OVER, GARBAGE DUMPED, A MESS		SENT LETTER		
7/24/15	283-2015	ANON	2	PIKE STREET	CLAUDE BRUNET	GRASS & WEEDS TOO TALL				
7/24/15	282-2015	ANON	36	COUCH ST. (COR HELEN/COUC H)	KEL PROPERTIES	TRASH AT CURBSIDE FOR MANY DAYS	7/30/15	VERIFIED	WORKERS PICKED UP.	7/30/15
7/24/15	281-2015	OCONNELL	1-3	MORRISON AVE.	JAMES CROUSE	GARBAGE, JUNK IN FRONT OF HOUSE AGAIN		SENT LETTER		
7/27/15	280-2015	DOWDLE	66	CORNELIA ST.	JAMES LATINVILLE	PILE OF FURNITURE OUT FRONT		VERIFIED	PICKED UP BY OWNER	7/29/15
6/25/15	279-2015	ANON	76	JOHNSON AVE.	LEROY BROWN	2 SOFAS BY CURB FOR WEEKS	6/25/15	VERIFIED.	DPW REMOVED. OWNER CHARGED	
6/30/15	278-2015	BI	95	CUMBERLAND AVE.	TERRY MERON	REFUSE ON PROPERTY	6/30/15	LTR. SENT.	WILL REMOVE	7/16/15
7/10/15	277-2015	ANON	62	COUCH ST.	CHRIS MITIGUY	COUCH ONLAWN	7/13/15	VERIFIED.	PAINTER TO PICK UP.	7/16/15
6/15/15	276-2015	BI-KEN	96	MONTCALM AVE.	DAN COURNEENE	TALL GRASS	6/15/15	VERIFIED. TALL GRASS, MAIL NOT PICKED UP	SENT LETER 6/15/15. OWNER MOWED	6/25/15

DATE RECEIVED	COMPLAIN T #	COMPLAIN ER	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTIO N DATE	INSPECTION REPORT	CORRECTION	CORRECTIO N DATE
7/10/15	265-2015	CLAIRE KOPITA	30	DENNIS AVENUE	BRIAN MONAHAN	LEASING HOUSE TO COLLEGE STUDENTS, MAY HAVE APARTMENT	7/10/15	RENTED TO FAMILY	UNFOUNDED	7/10/15
7/8/15	264-2015	BI-KEN	175	OAK ST.	SANDRA DUCHARME	TALLG RASS & TREE OVER SIDEWALK	7/8/15	VERIFIED. POSTED HOUSE. MAIL LETTERS(2)	MOWED	7/13/15
7/15/15	263-2015	FIRE DEPT. CLARK	315	CORNELIA ST.	HUI CHIN	HUGE PLUME OF SMOKE OFF ROOF & STACK				
6/22/15	262-2015	BUELL	19	OAK ST.	PUBLIC LIBRARY	WOMENS BATHROOM NOT ACCESSIBLE, COMPUTER HANDICAP FEAT.OFF	6/22/15	MET WITH ANN delaCHAPELL & BRYAN B.	COMPUTERS ARE EASE OF ACCESS, 1 TOILET REMOVED TO ALLOW FOR HC ACCESS	7/1/15
7/6/15	261-2015	JULIA	11	BELMONT	DAVID BRACALE	GARAGE MAY BE ON PROPERTY LINE				
6/30/15	260-2015	LUKE BUSH	41	DURKEE ST.	STEPHEN PARKER	WOODEN BEAM HANGING OFF BUILDING 3 STORIES UP	6/30/15	VERIFIED. CONTACTED OWNER.	REMOVED.	6/30/15
7/13/15	259-2015	DOWDLE	5220	NORTH CATHERINE ST.	HUBERT WELLS	PEELING PAINT		OWNER GETTING QUOTES.		
7/13/15	258-2015	DOWDLE	5084	SOUTH CATHERINE ST.	PAUL SWANSON	PEELING PAINT				

DATE RECEIVED	COMPLAIN T #	COMPLAIN ER	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTIO N DATE	INSPECTION REPORT	CORRECTION	CORRECTIO N DATE
7/13/15	257-2015	DOWDLE	5022	SOUTH CATHERINE ST.	KARSEN LAPAGE	TALL GRASS, FIRE ESCAPE PULLING AWAY FR HOUSE		UNFOUNDED. TALL GRASS MOWED		
7/13/15	256-2015	DOWDLE	4958	SOUTH CATHERINE ST.	REG MOONEY	PEELING PAINT		WORKING ON HOUSE.		
7/13/15	255-2015	DOWDLE	21	PALMER ST.	GERARD SHERMAN	GRASS NOT MOWED, PEELING PAINT	7/16/15	GRASS MOWED, VERY LITTLE PEELING PAINT.	UNFOUNDED	7/16/15
7/13/15	254-2015	DOWDLE	80	ELIZABETH ST	MATT SHUTTS	NO NUMBERS ON HOUSE, LOTS OF DEBRIS FRONT &SIDE YARD, NO RAILING		IN PROGRESS.		
7/13/15	253-2015	DOWDLE	94	MONTCALM AVE.	CORY CRAHAN	GRASS NOT MOWED, GARBAGE CANS NEAR SIDEWALK	7/15/15	TALL GRASS, GARBAGE CAN IN FR YARD	SENT LETTER	7/20/15
7/13/15	252-2015	DOWDLE	56	ELM STREET	NEIL FESSETTE	NO HOUSE NOS., GARBAGE CANS IN FRONT YARD, PEELING PAINT				
7/13/15	251-2015	DOWDLE	32	ST. CHARLES ST.	ROBERT GRAVES	STEPS REMOVED FROM FRONT PORCH, SIDING REMOVED, PAINTING				



# Plattsburgh, New York

Building and Zoning Department  
41 City Hall Place  
Plattsburgh, NY 12901  
Ph: 518-563-7707  
Fax: 518-563-6426

August 18, 2015

Mayor James Calnon  
And  
Members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Dear Mayor & Common Council:

At the regular meeting of the Zoning Board of Appeals held on August 17, 2015, below please find the results of that meeting:

<u>APPEAL</u>	<u>APPLICANT</u>	<u>REQUEST</u>
2047	HILZACK PROPERTIES LLC 78 SOUTH PERU STREET	CLASS B VARIANCE REQUEST TO ERECT AN ACCESSORY STRUCTURE IN THE SIDE YARD SETBACK AND GREATER THAN THE HEIGHT ALLOWED <b>GRANTED</b>
2048	ALBERT FAIELLA SR. 4926 SOUTH CATHERINE ST.	CLASS B VARIANCE REQUEST TO INSTALL A ROOF OVER DECK THAT EXCEEDS THE REQUIRED COVERAGE AMOUNT. <b>GRANTED WITH STIPULATIONS THAT IT NOT BE ENCLOSED.</b>
2049	AARON VINCELETTE 326 CORNELIA STREET	SPECIAL USE PERMIT REQUEST TO OPERATE A USED CAR SALES <b>GRANTED</b>
2050	LAKE CITY PROPERTIES 4907 SOUTH CATHERINE ST.	CLASS B VARIANCE TO EXPAND CURRENT USE WHILE NOT PROVIDING ENOUGH PARKING <b>POSTPONED</b>
2051	LAKE CITY PROPERTIES 4907 SOUTH CATHERINE ST.	SPECIAL USE PERMIT EXPAND CURRENT USE TO OPERATE NURSING/REST HOME <b>POSTPONED</b>

Sincerely,

  
Joseph McMahon  
Building Inspector

/dn  
CC: City Clerk



# Plattsburgh, New York

Jonathan P. Ruff, P.E.  
Environmental Manager

41 City Hall Place  
Plattsburgh, NY 12901  
Phone: 518-536-7519  
Fax: 518-563-6083  
[ruffi@cityofplattsburgh-ny.gov](mailto:ruffi@cityofplattsburgh-ny.gov)

July 27, 2015

To: Mayor Calnon and Members  
Of the Common Council

Fr: Jonathan Ruff

Re: Dam Safety Inspections and Maintenance

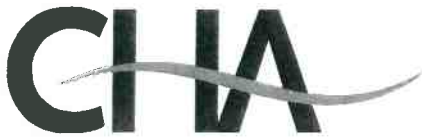
Attached is a proposal from CHA for performing dam safety inspections and maintenance drawings. The estimated fee is \$22,000 and the source of funds is H8320.68.

It is respectfully requested that the Council authorize the agreement.

Please contact me if you have any questions.

c: Richard Marks





June 24, 2015

Mr. Jonathan Ruff, P.E.  
Environmental Manager  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

**RE: Dam Safety Engineering Services for the  
Mead Reservoir Dam and the West Brook No. 1 Reservoir Dam  
West Plattsburgh, New York  
CHA Project No. 25804, EWA No. 3  
CHA Proposal No.: X45039-P2**

Dear Jon:

We are pleased to provide you with our proposal for a Dam Safety Inspection of the Mead Reservoir Dam and for developing maintenance work drawings for the West Brook No.1 Reservoir Dam to address the deep spalls observed in the downstream, left concrete spillway wall.

Our Scope of Services, Project Schedule and Schedule of Fees are presented in Exhibits A, B and C, respectively. We trust that this information is consistent with your project goals and objectives. Enclosed are two copies of our Extra Work Authorization. If this proposal is acceptable to you, please sign the two originals, retain one for your file, and return one to this office.

If you have any questions regarding this proposal, do not hesitate to contact Jennifer Everleth at (518) 453-4582 or by email at [JEverleth@chacompanies.com](mailto:JEverleth@chacompanies.com) or Gary Dale at (518) 453-8714 or by email at [gdale@chacompanies.com](mailto:gdale@chacompanies.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Bianchino', with a stylized flourish at the end.

Michael Bianchino  
Senior Vice President – Environmental Market

A handwritten signature in black ink, appearing to read 'Gary Dale', with a stylized flourish at the end.

Gary Dale, P.E.  
Senior Engineer – Dam Safety Market

/jae

Attachments

V:\CHA200\_Proposals\ENV\Proposal\_15\DAM SAFETY\X45039-City of Plattsburgh\_Dam Safety Inspections Repairs\P2\CHA Proposal X45039-P2.docx



Date: June 24, 2015

PROJECT No. 25804

Extra Work No. 3

### EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated 09/05/2013 between the parties designated below for:

THE PROJECT:

THE CLIENT: City of Plattsburgh

hereby authorizes the Engineer to proceed with additional services as follows:

#### SCOPE OF SERVICES:

See attached Exhibit A

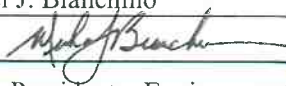
#### SCHEDULE:

See attached Exhibit B

#### FEE

See attached Exhibit C

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

APPROVED BY: ENGINEER	APPROVED BY: CLIENT
NAME: Michael J. Bianchino	NAME:
SIGNATURE: 	SIGNATURE:
TITLE: Sr. Vice President – Environmental Market	TITLE:
DATE: June 24, 2015	DATE:

## EXHIBIT A SCOPE OF SERVICES

### PROJECT BACKGROUND

The New York State Department of Environmental Conservation's Dam Safety Regulations require that High Hazard, Class 'C' and Intermediate Hazard, Class 'B' dams be inspected on a regular basis by a qualified dam safety engineer. The table below summarizes the frequency at which the Mead, West Brook No. 1 and the West Brook No. 2 Reservoir Dams are to be inspected, as outlined in the Operations & Maintenance Plans that have been prepared for each of the dams, the date of the last inspection made at each dam, and the date of the next inspections needed.

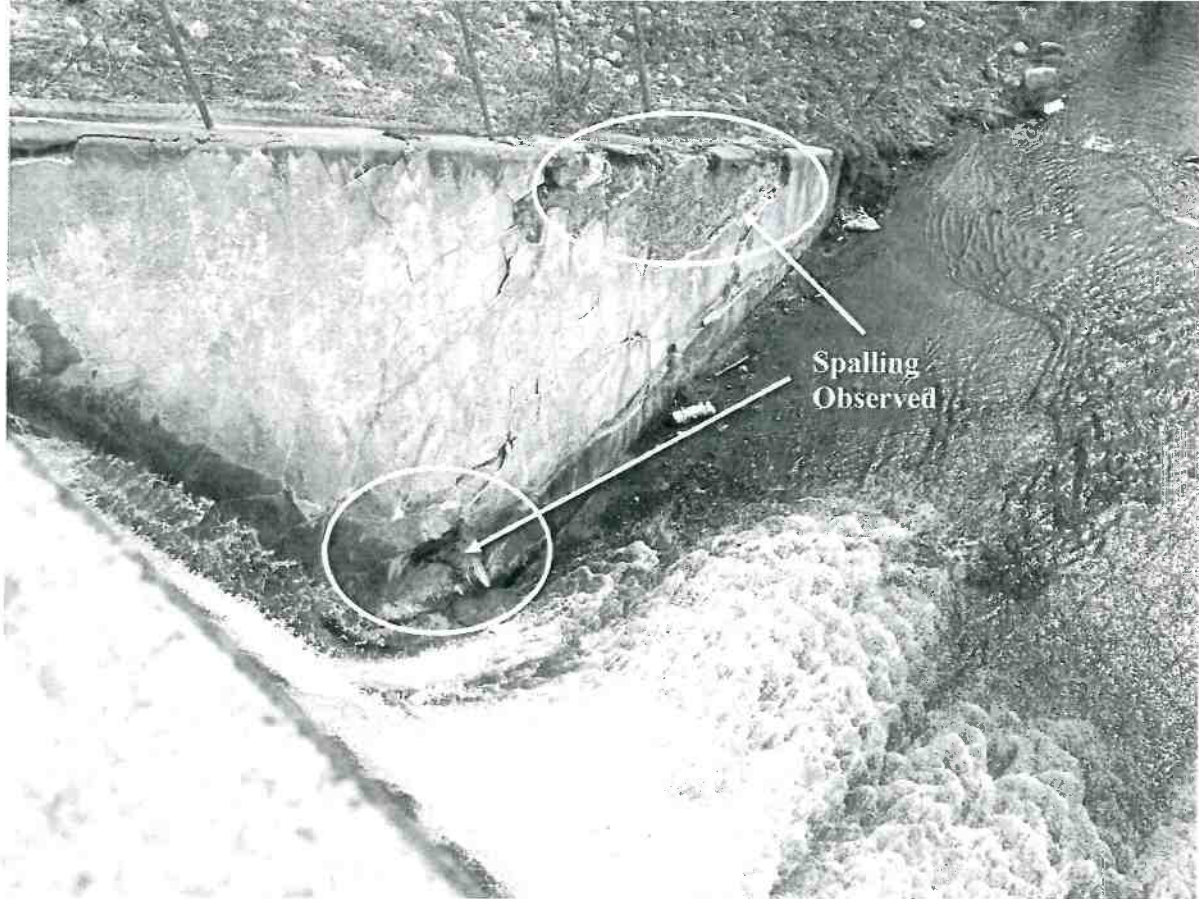
<b>Dam Name</b>	<b>Dam Safety Inspection Frequency (As Outlined in the O&amp;M Plan)</b>	<b>Date of Last Dam Safety Inspection</b>	<b>Date of Next Dam Safety Inspection</b>
Mead Reservoir Dam (State ID: 218-0236), High Hazard,	Once every two (2) years	July 2013	<b>July 2015</b>
West Brook No. 1 Reservoir Dam (State ID: 218-0236), Intermediate Hazard, Class 'B' Structure	Once every four (4) years	July 2013	July 2017
West Brook No. 2 Reservoir Dam (State ID: 218-0236), Intermediate Hazard, Class 'B' Structure	Once every four (4) years	July 2013	July 2017

We have provided in our proposed scope of work the task of completing a Dam Safety Inspection at the Mead Reservoir Dam. Inspections of the West Brook No. 1 and the West Brook No. 2 Reservoir Dams do not need to be completed until July 2017; therefore, we have not included these inspections in our proposed scope of work.

In April of this year, CHA made a quick site visit to the West Brook No. 1 and West Brook No. 2 Dams while completing a Quarterly Spillway Inspection at the Mead Reservoir Dam. At the West Brook No. 2 Reservoir Dam, the downstream, right training wall was observed where concrete repairs were made in October 2013. While on site at the West Brook No. 1 Reservoir Dam, it was noted that there are large spalls in the downstream, left spillway wall, as shown in the photo below. The larger spall near the base of the ogee spillway appears to be very deep with exposed rebar. Following the site visit, it was discussed with the City of Plattsburgh (City) that they may want to consider making short-term repairs to this wall, in a similar manner to the maintenance work that was performed at the upstream West Brook No. 2 Reservoir Dam in October 2013. We have included a task in our proposed scope of work for a CHA structural engineer to make a site visit to the West Brook No. 1 Reservoir Dam to observe the condition of the wall and design short-term

concrete repairs to address the deep spalls. We have also included a task for maintenance work phase services.

*Downstream Left Spillway Wall at West Brook No. 1 Reservoir Dam*



## **SCOPE OF SERVICES**

### **Task 1 – Dam Safety Inspection at the Mead Reservoir Dam**

CHA will conduct a visual inspection of the Mead Reservoir Dam in accordance with the procedures referred by the Association of State Dam Safety Officials (ASDSO) guidelines for a routine dam inspection for assessment of overall dam safety. The inspection will involve completing the following tasks where accessible:

- Inspection of the downstream and upstream embankment faces and crest of the dam for soft soils, wet areas, soil sloughing, erosion, evidence of burrowing rodents, and woody plant growth;
- Inspection of the spillway;

- Inspection of concrete structures for degradation and/or movement;
- Observation and monitoring of the seepage flow rate at wet areas; and
- Inspection of the outlet works and appurtenances of the dam.

As required by the New York State Dam Safety Regulations, the inspection will be performed by an engineer licensed in the State of New York.

The Dam Safety Inspection Report will include a narrative describing the results of the visual inspection. The report will identify deficiencies or potential deficiencies observed at the dam, and present recommendations for modifications and/or repairs along with a schedule for corrective actions necessary to fully resolve the deficiencies or potential deficiencies. Completed inspection forms and dated photographs of specific observations made, and any deficiencies or potential deficiencies identified during the visual inspection will be included in the report.

### **Task 2 – Maintenance Work Drawings & Technical Specifications for the West Brook No. 1 Reservoir Dam**

CHA will conduct a site visit to gather data and take measurements of existing conditions in areas where maintenance work is to be conducted. The site visit will take one day to complete. CHA will prepare drawings that indicate repair areas and typical repair details. We anticipate the following drawings will be prepared:

- G-001 Project Title, Location & Index Sheet
- S-001 Structural Notes
- S-101 West Brook No. 1 Plan
- S-201 Wall Elevations/Photos
- S-201 Structural Repair Details

The repairs will be shown as a combination of AutoCAD drawings and embedded site photographs. Technical specifications will be addressed with notes on the drawings.

### **Task 3 – Maintenance Work Phase Services**

CHA will attend one on-site pre-bid meeting. In addition, we will perform a maximum of three (3) site visits while maintenance work is being conducted. During this work, we will review contractor submittals for the repairs and answer contractor request for information (RFI's).

### **ASSUMPTIONS**

The following assumptions have been made associated with this proposal. The assumptions are not intended to limit our proposal, but are provided to clarify our understanding of the work required.

- CHA will be granted free and easy access to the project site and all properties contained therein.



- The City will provide CHA with the latest visual inspection report for the Mead Reservoir Dam prepared by the NYSDEC.
- A NYSDEC Application for Permit for the Construction, Reconstruction or Repair of a Dam or Other Impoundment Structure will not be required for the proposed maintenance work.
- The repairs are temporary in nature and are not intended to be long-term solutions.
- The existing structure has adequate structural strength and testing of existing materials will not be needed.
- Structural stability analysis of the spillway structure is not included in this scope of work.
- The repairs will be shown as a combination of AutoCAD drawings and embedded site photographs.
- Book technical specifications are not required. Technical specifications will be addressed with notes on the drawings.
- This scope of work does not include an engineer's construction cost estimate.
- The City will be responsible for advertising the maintenance work and selecting a contractor to perform the work.
- No additional design work will be required to respond to contractor's questions prior to or during construction.

## **EXHIBIT B PROJECT SCHEDULE**

CHA is ready to start this work within two (2) weeks of receiving written Notice to Proceed.

### **Task 1 – Dam Safety Inspection at the Mead Reservoir Dam**

The dam safety inspection will occur within two (2) weeks of receiving the signed contract. It is anticipated that the field work will take one (1) day to complete. The Dam Safety Inspection Report will be submitted to the City within two (2) weeks of completing the field work.

### **Task 2 – Maintenance Work Drawings & Technical Specifications for the West Brook No. 1 Reservoir Dam**

Our structural engineer's one-day site visit will occur within two (2) weeks of receiving a signed contract. CHA will complete the maintenance work drawings within four (4) weeks of completing the site visit.

### **Task 3 – Maintenance Work Phase Services**

The pre-bid meeting and construction inspection site visits will be scheduled as the project progresses. CHA will attend one (1) on-site pre-bid meeting and we will perform a maximum of three (3) site visits while maintenance work is being conducted at the West Brook No. 1 Reservoir Dam. During this work, we will review contractor submittals for the repairs and answer contractor request for information (RFI's).

**EXHIBIT C  
SCHEDULE OF FEES**

We propose to be compensated for the services outlined above for each task as follows:

<b>Task</b>	<b>Description</b>	<b>Task Fee</b>
1	Dam Safety Inspection at the Mead Reservoir Dam	\$4,000 (Lump Sum)
2	Maintenance Work Drawings & Technical Specifications for the West Brook No. 1 Reservoir Dam	\$11,500 (Lump Sum)
3	Maintenance Work Phase Services (Addendums Shop Drawing Review, and Responding to RFI's)	\$2,525 (Lump Sum)
	Site Visits (Assume 3 at \$1,325/Visit)	\$3,975 (Time & Materials)
<b>Total Estimated Fee</b>		<b>\$22,000</b>

CHA will submit invoices monthly based on the percentage complete for each task, excluding site visits which will be invoiced based on the total number of visits that are made to the site.





# Plattsburgh, New York

Jonathan P. Ruff, P.E.  
Environmental Manager

41 City Hall Place  
Plattsburgh, NY 12901  
Phone: 518-536-7519  
Fax: 518-563-6083  
[ruffj@cityofplattsburgh-ny.gov](mailto:ruffj@cityofplattsburgh-ny.gov)

July 27, 2015

To: Mayor Calnon and Members  
Of the Common Council

Fr: Jonathan Ruff

Re: Footbridge Sewer Lining  
Contract 2014-33

Attached is Change Order #1 for the above contract. Only part of the extra work allowance was used so it is a deduct of \$10,496. It is respectfully requested that the Council agree to and authorize the change order in the amount of (\$10,496) with a final contract amount of \$56,624.

Please contact me if you have any questions.

c: Dave Powell  
Richard Marks  
Jody Helfgott

JUN 18 2015

RECEIVED

OWNER  
ENGINEER  
ARCHITECT  
CONTRACTOR  
PLATTSBURGH

**Final Change Order**No. GC-CO.01Date of Issuance: May 27, 2015Effective Date: May 27, 2015

Project: <b>Pedestrian Bridge Sewer Main Lining</b>	Owner: <b>City of Plattsburgh</b>	Owner's Contract No.: <b>2014-33</b>
Contract: <b>General Construction (GC)</b>	Date of Contract: <b>November 14, 2014</b>	
Contractor: <b>Arold Construction Company</b>	Engineer's Project No.: <b>4273</b>	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

1. Final Plus/Minus Adjustment – **DEDUCT (\$10,496.00)**

**Attachments (list documents supporting change):**

1. Final Plus/Minus Spreadsheet.
2. Unused General Allowance Log.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 67,120.00

N/A from previously approved Change Orders No.  
N/A to No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 67,120.00

Decrease of this Change Order:

\$ (10,496.00)

Contract Price incorporating this Change Order:

\$ 56,624.00**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☒ Calendar daysSubstantial completion (days): 120 DaysReady for final payment (days): 150 Days

N/A from previously approved Change Orders  
No. N/A to No. N/A:

Substantial completion (days): -0-Ready for final payment (days): -0-

Contract Times prior to this Change Order:

Substantial completion (days): 120 DaysReady for final payment (days): 150 Days

No Change of this Change Order:

Substantial completion (days): N/AReady for final payment (days): N/A

Contract Times with all approved Change Orders:

Substantial completion (days): 120 DaysReady for final payment (days): 150 Days

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)Date: 6/12/15

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized)Date: 06/16/15

Date: \_\_\_\_\_

AES NORTHEAST, PLLC

JUN 18 2015

RECEIVED

City of Plattsburgh  
 Pedestrian Bridge Sewer Main Lining  
 City Contract 2014-33  
 AES Project No. 4273  
 GC-CO.01

FINAL Plus/Minus Spreadsheet  
 May 27, 2015

No.	Description of Item	Units	Est. Qty	Cost/Unit	Total Bid	Total Units Installed	Installed Cost	Difference
1	Protection and Maintenance of Traffic	LS	1	\$5,000	\$5,000	1.0	\$ 5,000.00	\$ -
2	Heavy Cleaning/Video Inspection	LF	380	\$10	\$3,800	376.0	\$ 3,760.00	\$ (40.00)
3	20" CIPP Lining of Sewer Main	LF	380	\$110	\$41,800	376.0	\$ 41,360.00	\$ (440.00)
4	Post Lining Inspection	LF	380	\$4	\$1,520	376.0	\$ 1,504.00	\$ (16.00)
5	Sanitary Sewer By-Pass Pumping	LS	1	\$5,000	\$5,000	1.0	\$ 5,000.00	\$ -
6	General Allowance	LS	1	\$10,000	\$10,000	0.0	\$ -	\$ (10,000.00)
	<b>TOTAL</b>				<b>\$ 67,120.00</b>		<b>\$ 56,624.00</b>	<b>\$ (10,496.00)</b>

JUN 18 2015

RECEIVED

GENERAL ALLOWANCE LOG

Project No.: 4273 Client: City of Plattsburgh  
Project Name: Pedestrian Bridge Sewer Main Lining  
Contractor: Arold Construction Company  
Contract Type: "GC" Allowance: \$ 10,000.00

Allowance Item No.	Proposal or Change Directive No.	Description of Change	Date Contractor Authorized	Amount
GC-CO.01	N/A	Reconcile Unused General Allowance	5/27/2015	

Total Used to Date \$ -  
Remaining Balance Available \$ 10,000.00



**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT

Chief of Police

August 7, 2015

Mayor James E. Calnon  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a renewal of the Plattsburgh Housing Authority Contract for the provision of Supplemental Police Services by a Plattsburgh Police Officer. The total revenue for the City is billed on a monthly basis to cover the cost of our officer. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

**PLATTSBURGH HOUSING AUTHORITY  
CONTRACT FOR THE PROVISION OF  
SUPPLEMENTAL POLICE SERVICES**

This Contract, made and effective the **1st day of September 2016**, by and between the Plattsburgh Housing Authority, (hereinafter called the "Authority") and the City of Plattsburgh, New York, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

**WHEREAS** the Authority desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

**WHEREAS** the City, by and through its Police Department, desires to assist in the effort by providing effective police services at all Authority locations;

**NOW, THEREFORE**, the Authority and the City agree as follows:

**ARTICLE I  
Scope of Services**

**SECTION ONE: SERVICES PROVIDED BY THE CITY**

The City agrees that the services rendered by the assigned Police Officer under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the assigned Police Officer shall include, but shall not be limited to:

A. The City, by and through its Police Department, will provide a minimum of one police officer to perform specialized patrols to enforce all state and local laws and Housing Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under Police Department rules, regulations and standard operating procedures.

B. The City agrees that the assigned police officer will target areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6 am to 2 am in certain areas, to maintain a police patrol presence.

C. The City agrees that the Police Department will employ a community policing concept and that the Police Department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.



D. The City agrees to collect and provide workload data for the public housing developments.

E. It is further agreed that to the extent necessary, the assigned Police Officer will appear as a witness in the Authority's administrative grievance procedures, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate Police Department Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.

G. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The City agrees that it will provide the assigned Police Officer with such basic equipment as may be necessary and reasonable in order to allow the Police Officer to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment desired by the Authority will be furnished at the expense of and shall remain the property of the Authority.

I. The Police Department will provide a minimum of sixteen (16) hours of training on community relations and interpersonal communications skills.

J. The City agrees to continue to provide criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center and State laws and regulations.

K. The Police Department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designee to facilitate the performance of this contract in a manner of broad interpretation.

The Administrative Liaison Officer will perform the following duties:

- 1) Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;
- 2) Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
- 3) Prepare semi-annual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders, and identified community

representatives; and political leadership, e.g., mayor and council members.

4) Initiate and monitor ongoing lines of communications with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;

5) Coordinate security workshops and training seminars for identified residents;

6) Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and

7) Establish a clearly defined process for reporting non-emergency criminal activities.

8) Any other administrative tasks which from time to time may become reasonably necessary to effect the items of this contract and permit the PHA to remain in compliance with HUD provisions.

L. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Authority's property.

## **SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY**

A. The Authority will provide training of residents, Authority on-site management staff, and the assigned Police Officer with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:

1) Crime prevention and security responsibilities;

2) Community organization/mobilization against the causes of and precursors to crime;

3) Drug awareness and control;

4) Orientation and familiarization with the public housing communities for the assigned officers; and

5) Orientation to the lease contract and lease compliance enforcement procedures and policies.

B. The Authority will provide the following in-kind accommodations, services and equipment:

1) Accommodations - The Authority will provide suitable space to be used as a satellite office for additional police services.

2) Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.



3) Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4) Modification/Damage - The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the City's cost, in the discretion of the Authority.

C. The Authority shall attempt to provide a semi-annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.

D. The Authority shall reserve the right to reasonably request the Police Department to replace any assigned Police Officers for the following reasons:

- 1) Neglect or non-performance of duties;
- 2) Disorderly conduct, use of abusive or offensive language, or fighting;
- 3) Criminal action;
- 4) Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
- 5) Inadequate punctuality or attendance; or
- 6) Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned Police Officer, including documentation and witnesses to the alleged behaviors. Upon receipt of such documentation and within a minimal period of investigation, the City Police shall take all steps reasonable and necessary to replace the assigned Police Officer as quickly as possible.

E. The Authority will provide the City with rules and regulations for compliance with this Contract.

F. The Authority will work with the Police Department to subsidize housing or rent costs for volunteer police officers to reside in a public housing development selected by the Authority, as described in the Code of Federal Regulations.

## **ARTICLE II**

### **Enforcement of Rules and Regulations**

A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations. This list is meant to be illustrative only and in no manner represents a limitation on enforcement authority or parameters:

- 1) Authorized or unauthorized visitors in unoccupied structures of the Authority shall be removed.
- 2) Authorized or unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
- 3) Authorized or unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, where appropriate.

B. The City, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:

The resident and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.

With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

E. The City agrees to provide any police officer participating under this contract with copies of the PHA's lease and Rules and Regulations for the officer's review.

### **ARTICLE III Communications, Reporting and Evaluation**

#### **A. Communications**

##### **1. Access to Information**

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City Police Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost to the PHA by the City Police Department on a regular basis in

accordance with specific procedures that have been established.

B. Reporting

1. Media Coordination

The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers
2. Response times to targeted communities by City paid officers and Authority paid officers by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized).
3. Comparison of crime and workload in the targeted communities.
4. Arrests (to include drug violations)
5. Vehicles Towed
6. Positive Contacts
7. Referrals
8. Trespassers Removed
9. All UCR or NIBRS Reports
10. Calls for Service
11. Weapons Seized
12. Property Stolen/Recovered
13. Community Feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

#### **ARTICLE IV Plan of Operations**

A. The City Police Department and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

- 1) Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
- 2) Staffing levels;
- 3) Responsibilities of key personnel
- 4) Organization and resources, to include personnel, equipment, in-kind support, etc.
- 5) Hours of operation, to encompass schedules of major tasks and activities; and
- 6) Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.

B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate from time to time and that such reasonable amendment or modification is acceptable to the City.

C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

#### **ARTICLE V Term of Contract**

**The term of this Contract shall be for one year beginning September 1, 2016.**

#### **ARTICLE VI Compensation to the City**

A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract, and actually provided to the Authority, at a rate of **\$20.00 / hour** and in a total amount not to exceed **\$31,020** over a one-year period. The City will bill the Authority at the end of each month with a total monthly bill not to exceed **\$2,585**.

B. The Authority shall reimburse the Police Department within thirty (30) days after receipt of performance of the proposed services and evidence of authorized expenditures and approval

of such by the Executive Director or his designee.

C. The percent of overtime authorized under this Contract for court appearances or other hearings is zero.

D. The City shall provide the following minimum documentation in requesting reimbursement the PHA reserves the right to request any further or additional documentation it may deem necessary to process and review reimbursement requests:

1) Copies of Certified Payroll Time Reports documenting name, employee identification, hours worked in public housing developments, and supervisory approval.

2) Copies of the Plattsburgh Housing Authority assigned Police Officer's records displaying the total number of hours each day that were spent on tasks specifically associated with the Plattsburgh Housing Authority.

E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days (30) days of receipt of the request for reimbursement.

F. Notwithstanding anything contained herein to the contrary, the City Police Officer who is the subject of this Contract, will work 0 to 40 hours per week. Any hours over this amount (40 hours per week) constitute overtime. Any overtime needed or requested by the Plattsburgh Housing Authority in relation to the officer assigned to the Plattsburgh Housing Authority will be paid for by the Plattsburgh Housing Authority. The only exception to this provision being that in any given work week, if the Officer was required or requested by the City to perform services that were for the benefit of the City and not the Plattsburgh Housing Authority, then the number of such hours utilized by the City during the work week for non-Plattsburgh Housing Authority purposes will be deducted from any overtime hours required to be paid to the City by the Plattsburgh Housing Authority. The City and the Authority shall review the time spent and the cost of the City Police Officer services to the Plattsburgh Housing Authority on a regular basis and make appropriate adjustments in scheduling when necessary.

## **ARTICLE VII Termination**

A. The Authority may unilaterally terminate this Contract without cause and with no remaining obligation to the City in relation to or stemming from this contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

## **ARTICLE VIII Notices**

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:

Executive Director  
Plattsburgh Housing Authority  
4817 South Catherine St.  
Plattsburgh New York 12901

City:

Mayor  
City of Plattsburgh  
41 City Hall  
Plattsburgh, New York 12901

**ARTICLE IX**  
**Construction of Laws**

This Contract is made and entered into in the City of Plattsburgh, County of Clinton, State of New York.

**ARTICLE X**  
**Entire Contract**

The Contract shall consist of the following component parts:

- a) This Contract;
- b) Any subsequent addenda or modifications agreed to in writing by both parties.

**ATTEST:**

\_\_\_\_\_  
Mark Hamilton, Executive Director  
Plattsburgh Housing Authority

**ATTEST:**

\_\_\_\_\_  
James Calnon, Mayor  
City of Plattsburgh

**APPROVED AS TO FORM:**

---

Kathleen Rose Insley, Esq.  
Plattsburgh Housing Authority Counsel

---

Dean C. Schneller, Esq.  
Corporation Counsel for the City of  
Plattsburgh



---

Desmond Racicot, Police Chief  
Plattsburgh Police Department





MUNICIPAL LIGHTING DEPARTMENT  
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.  
Manager

6 Miller Street  
Plattsburgh, New York 12901  
518-563-2200  
Fax: 518-563-6690

August 13, 2015

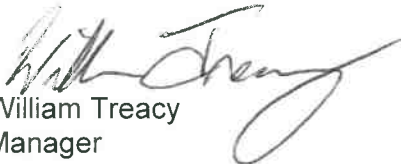
To: Mayor James Calnon

Subject: **Green Street Roof Replacement PMLD No. 2015-6-2**  
**Bid Review and Award Recommendation**

The Management of the Plattsburgh Municipal Lighting Department and AES Engineering have reviewed and evaluated the six bids received on August 4, 2015, for the above subject contract. Attached is AES's review and recommendation.

We recommend award to **General Roofing Contractors, LLC of Glens Falls, NY** in the total amount of **\$ 185,000.00**. The bid is within the funding allotted for this project. If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,

  
William Treacy  
Manager

Enclosure: (1)

CC: City Clerk  
Councilor Michael Kelly, PMLD Liaison  
Kelly Clookey, MLD Finance Director  
Bid 2015 -6-2 File





Architecture, Engineering, and Land Surveying Northeast, PLLC

August 11, 2015

Mr. Paul Loner  
City of Plattsburgh Municipal Lighting Department  
32 Green Street  
Plattsburgh, NY 12901

**RE: City of Plattsburgh Municipal Lighting Department  
Green Street Roof Replacement  
PMLD Contract No. 2015-6-2  
AES Project No. 4352**

Dear Mr. Loner:

We have reviewed the Bids for the above referenced project and find the lowest responsible bidder to be General Roofing Contractors, LLC of Glens Falls, NY. This results in the total contract award amount of \$185,000.00 (Base Bid including \$15,000.00 Allowance).

We therefore recommend PMLD award the roof replacement project to General Roofing Contractors, LLC in the amount of \$185,000.00 and direct AES Northeast to provide the Contractor with a Notice of Award and Notice to Proceed, whereby the Contractor will obtain Insurance Certificates and execute the Agreement between Owner and Contractor. In the meantime, we will also schedule a Pre-Construction Conference. Attached is the bid tabulation for your reference.

Sincerely,

Erin M. Allison  
Architectural Designer

Encl: Bid Tabulation

PROJECT:

PMLD

Green Street Roof Replacement

August 4, 2015

11:00 A.M.

Contract "GC"

4352

## BIDDING TABULATION SHEET

Bidders Name	Base Bid	Total Base Bid including \$15,000 Allowance)	Addenda Received	5% Bid Bond	Affidavit of Non- Collusion	Resolution
General Roofing Contractors, LLC.	\$170,000.00	\$185,000.00	✓	✓	✓	✓
Titan Roofing, Inc.	\$224,000.00	\$239,000.00	✓	✓	✓	✓
Mid-State Industries, Ltd.	\$259,000.00	\$274,000.00	✓	✓	✓	✓
Monahan & Loughlin, Inc.	\$265,777.00	\$280,777.00	✓	✓	✓	✓
S & L Roofing & Sheet Metal, Inc.	\$303,990.00	\$318,990.00	✓	✓	✓	✓
T.P. Monahan, Inc.	\$316,244.00	\$331,244.00	✓	✓	✓	✓

## Carlin, Beth

---

**From:** Peters, Steve <peterss@cityofplattsburgh-ny.gov>  
**Sent:** Monday, August 10, 2015 11:26 AM  
**To:** Carlin, Beth; Beebie, Scott; Geddes, Sandra  
**Subject:** RE: March of Dimes March for Babies on September 27th Penfield Park

Beth-

It's on our calendar, but I don't think the request came across my desk. It was put on our calendar on 11/7 by Ted. He was new at the time and made some admin errors—this may be one of them. Therefore,

Request from Meena Anand to hold the March of Dimes March for Babies on Sunday September 27, 2015 at 2pm at Melissa Penfield Park.

*Steve Peters*

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

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**From:** Carlin, Beth [<mailto:CarlinB@cityofplattsburgh-ny.gov>]  
**Sent:** Friday, August 07, 2015 9:04 AM  
**To:** Peters, Steve; Beebie, Scott; Geddes, Sandra  
**Subject:** March of Dimes March for Babies on September 27th Penfield Park

Hi,

The Mayor received the attached invitation to participate in the event. I looked on my calendar and checked old Agenda's and I don't see where we ever had this request on for approval.

Please send request to place on August 20<sup>th</sup> agenda or let me know if you have a date that it was approved.

Thanks,  
Beth

Beth A Carlin  
**Assistant to Mayor Calnon**  
41 City Hall Place  
Plattsburgh, NY 12901  
518-563-7701 ph  
518-561-7367 fax  
[carlinb@cityofplattsburgh-ny.gov](mailto:carlinb@cityofplattsburgh-ny.gov)

## Carlin, Beth

---

**From:** Peters, Steve <peterss@cityofplattsburgh-ny.gov>  
**Sent:** Monday, August 10, 2015 2:09 PM  
**To:** Carlin, Beth; Calnon, Jim  
**Cc:** Santaniello, Theodore  
**Subject:** FW: Bonnie blacks BHSN Kids Carnival

Beth-

With the Mayor's approval:

Request from Bonnie Black of BHSN to hold the BHSN Kids Carnival on February 6, 2016 from 12pm-6pm at the City Recreation Center.

*Steve Peters*

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

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---

**From:** Santaniello, Theodore [<mailto:SantanielloT@cityofplattsburgh-ny.gov>]  
**Sent:** Wednesday, August 05, 2015 4:09 PM  
**To:** Peters, Steve  
**Subject:** Bonnie blacks BHSN Kids Carnival

Steve,

Bonnie Black put her request in for a Carnival on February 6, 2016 from Noon – 6p. It is a Saturday where we could potentially make money so I think we may want to charge her. What do you think? If it is something we always do without charge then perhaps we shouldn't. I would use it more as a marketing opportunity than a direct revenue rental.



Theodore Santaniello, MS, CSCS  
Fitness Center Supervisor  
City of Plattsburgh Recreation Department  
52 US Oval  
Plattsburgh, NY 12901  
Phone: (518) 324-7709  
Fax: (518) 324-7576  
[www.plattsburghrecreation.com](http://www.plattsburghrecreation.com)

## Carlin, Beth

---

**From:** Peters, Steve <peterss@cityofplattsburgh-ny.gov>  
**Sent:** Friday, August 14, 2015 12:13 PM  
**To:** Carlin, Beth; Calnon, Jim  
**Subject:** Agenda Item

Beth-  
With the Mayor's approval:

Request from Thomas Douglas to hold a Cancer 5k Fun Run/Kids Day on US Oval to benefit the North Country Cancer Fund on October 18, 2015.

*Steve Peters*

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

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# Plattsburgh, New York

Richard A. Marks  
City Chamberlain

Department of Finance  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held August 20<sup>th</sup>, 2015, the following resolution was adopted:

By Councilor \_\_\_\_\_ ; Seconded by Councilor \_\_\_\_\_

**WHEREAS**, the following resolution was adopted on August 20<sup>th</sup>, 2015, and

**WHEREAS**, the Capital Expenditure Plan adopted December 23<sup>rd</sup>, 2014, includes a Street Resurfacing & Improvements category, and

**WHEREAS**, the Engineering and Planning Department is establishing a 2015 Miscellaneous Street Work project for the miscellaneous paving, street surveying and street boring items included in the Street Resurfacing & Improvements category of the Capital Expenditure Plan adopted December 23<sup>rd</sup>, 2014, and

**WHEREAS**, the cost of the 2015 Miscellaneous Street Work project has been estimated by the Engineering and Planning Department for the costs to implement the improvements during 2015, as follows:

	2015 Capital Plan	2015 Estimated Cost
Miscellaneous Paving	100,000	100,000
Street Surveys	30,000	30,000
Street Borings	<u>15,000</u>	<u>15,000</u>
Total	<u>\$ 145,000</u>	<u>\$ 145,000</u>

## Project Funding:

General Fund	<u>\$ 145,000</u>	<u>\$ 145,000</u>
Total	<u>\$ 145,000</u>	<u>\$ 145,000</u>

Now therefore,

**BE IT RESOLVED**, by the Common Council of the City of Plattsburgh, New York, this 20<sup>th</sup> day of August 2015, as follows:

- 1) That, the amount of One Hundred Forty-five Thousand and 00/100 (\$145,000.00) Dollars is hereby appropriated for the capital project **2015 Miscellaneous Street Work (H5110.53)** for the cost of the projects listed above and is hereby authorized to be expended for such purpose.
- 2) That, the amount of One Hundred Forty-five Thousand and 00/100 (\$145,000.00) Dollars of such appropriation be provided by an advance from the General Fund, but that such advance is to be repaid to the General Fund by year end through funding of this project with Bond Anticipation Notes or Serial Bonding.
- 3) That, this resolution takes effect immediately.

On Roll Call,

**CERTIFIED A TRUE COPY**

---

**CITY CLERK**



# Plattsburgh, New York

Jonathan P. Ruff, P.E.  
Environmental Manager

41 City Hall Place  
Plattsburgh, NY 12901  
Phone: 518-536-7519  
Fax: 518-563-6083  
[ruffi@cityofplattsburgh-nv.gov](mailto:ruffi@cityofplattsburgh-nv.gov)

August 17, 2015

To: Mayor Calnon and Members  
Of the Common Council

Fr: Jonathan Ruff

Re: Margaret St. Pump Station Reconstruction

Attached is a bid summary for the Margaret St. Pump Station Reconstruction project. It is respectfully requested that the contract be awarded to the low bidder, Luck Brothers, for the Base Bid at \$333,100 and Alternate #2 at \$85,000 for a total of \$418,100. The source of funds is Capital Project H8130.59.

Please contact me if you have any questions.

c: Dave Powell  
Kris Gushlaw  
Richard Marks



## CITY OF PLATTSBURGH

BID TITLE: Myers Ave St. - Penn Station Reconstruction

BID OPENING DATE:

2/7/15 10:00A

NAME & ADDRESS OF BIDDERS	AMOUNT OF BID	NCBC	SECURITY
Dorman Construction Co Inc P.O. Box 1000 Rd. 1000 P.O. Box 1000 Rd. 1000	(3) \$84,446 \$334,400	X	✓
J.E. Spudis Contracting Corp 208 Sycamore St. Sycamore St.	\$129,000 \$123,350 (A)	X	✓
Jack Bros 73 Trade Rd Plattburgh NY	\$135,000 \$10,000 \$55,000	X	✓

Purpose	Date Authorized	Date Amended	Amount Authorized for Bonds	Amount in 2013 BANS	Amount to be Paid	Additional	
						Amount to be Issued	Amount in 2014 BANS
City Beach Improvements	11/7/2013		30,877	30,877		0	30,877
Parking Area Improvements	11/7/2013		150,000	150,000		0	150,000
Street Improvements	11/7/2013		1,135,000	1,135,000	70,965	0	1,064,035
Various Recreation Facilities	11/7/2013		315,000	315,000	7,500	0	307,500
Purchase of Machinery and Equipment	11/7/2013		564,700	564,700	52,000	0	512,700
Purchase of Radios for Fire Dept.	11/7/2013		46,000	46,000		0	46,000
Park Improvements	11/7/2013		40,000	40,000	19,063	0	20,937
Reconstruction of Boiler	11/7/2013		219,000	219,000		0	219,000
Old Bathhouse Conversion	11/7/2013		48,362	48,362		0	48,362
Purchase of Replacement Vehicle	11/7/2013		26,083	26,083		0	26,083
Construction of City Hall Beach Slabe	11/7/2013		6,951	6,951		0	6,951
Replacement City Beach Equipment	11/7/2013		24,793	24,793		0	24,793
Acquisition of Vehicles	5/22/2014		35,000			21,250	21,250
Purchase of Asphalt Heater Trailer	5/22/2014		60,000			60,000	60,000
Street Resurfacing	5/22/2014	10/9/2014	746,000			746,000	746,000
South Catherine Street Improvements	5/22/2014		792,200			792,200	792,200
Saranac River Trail Design	5/22/2014	10/9/2014	48,000			48,000	48,000
Fire Station Roof Replacement	5/22/2014	10/9/2014	140,000			140,000	140,000
Installation of Gym Lockers	5/22/2014		23,000			23,000	23,000
			4,450,966	2,606,766	149,528	1,830,450	4,287,688
2010 Aerial fire truck	6/3/2010						
2015 Street resurfacing			900,000				675,712
City Marina - no BfG grant funding							1,340,000
2015 building improvements							820,000
2015 equipment purchases							350,000
Storm sewer separation & water conv.							316,600
2014 - 40 Bridge Remediation							150,000
							40,000
							3,692,312
							7,980,000
Amount in new BAN or serial bonds							

## **FUNDING AGREEMENT FOR CLEAN VESSEL ACT ASSISTANCE PROGRAM**

THIS AGREEMENT, made as of the 1st day of August 2015 (hereinafter referred to as the "Agreement"), by and between the NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, a New York public benefit corporation (hereinafter referred to as the "Corporation"), with offices located at 625 Broadway, Albany, New York 12207-2997 and the CITY OF PLATTSBURGH, (hereinafter referred to as the "Applicant") with offices located at 41 City Hall Place, Plattsburgh, NY 12901.

### **WITNESSETH:**

WHEREAS, the Corporation is the agency of the State of New York which is the recipient of federal grant funds provided under the Clean Vessel Act Grant Program (hereinafter referred to as the "Program"), such Program being authorized pursuant to the Clean Vessel Act of 1992 and the regulations promulgated thereunder (hereinafter referred to as the "CVA"), for the purpose of providing federal grant funds to states for the construction, renovation, operation and maintenance of pumpout and dump stations to improve water quality; for the purpose of surveying existing pumpout and dump stations; and for the purpose of implementing education programs to increase public awareness of the use and availability of pumpout and dump stations to receive sewage waste from marine recreational vessels; and

WHEREAS, the New York State Department of Environmental Conservation (hereinafter referred to as the "DEC") is an executive department of the State of New York with jurisdiction over the environmental policy, law and regulations of this State, pursuant to, among other things, Environmental Conservation Law Section 3-0301; and

WHEREAS, pursuant to Section 1285(5) of the Public Authorities Law, the Corporation is empowered to provide certain assistance to municipalities, persons and state agencies, including, among other things, advice on matters relating to the identification, collection, handling, separation and disposal of waste, and on matters relating to the prevention and control of air emissions and water discharges, subject to regulation pursuant to the Environmental Conservation Law; and

WHEREAS, the Applicant has submitted a Clean Vessel Assistance Program Application (hereinafter referred to as the "Application") to the Corporation seeking such financial assistance; and

WHEREAS, a determination has been made that financial assistance is available to the Applicant in the form of reimbursement of approved project costs incurred by the Applicant for the construction, renovation or installation of the marine pumpout or waste reception facility or facilities as described in the Application (hereinafter referred to as the "Project"); and

WHEREAS, in reliance upon the information provided by, and the representations and certifications made by the Applicant in the Application and in this Agreement, the Corporation has agreed to reimburse the Applicant for approved project costs (hereinafter referred to as the "Approved Project Costs") in an amount not to exceed 75% of the total estimated project costs (hereinafter referred to as the "Estimated Project Costs"), as set forth in Appendix A, attached hereto and made a part hereof subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions in this Agreement, the Corporation and the Applicant agree as follows:

1. Term of Agreement.

The rights of the Corporation and the obligations and liabilities of the Applicant pursuant to this Agreement shall remain in full force and effect during the term of this Agreement, which shall commence on **August 1, 2015** and continue through seven years, the estimated useful life of the Project; provided, however, that the terms of Sections 5 and 6 shall survive any termination of this Agreement.

2. Applicant's Covenants/Representations and Warranties.

(a) Applicant covenants and agrees that:

- (i) The applicant has obtained or will obtain and has complied with and will continue to comply with all permits, certificates, licenses and authorizations required for the Project, as well as all applicable current and future local, state and federal laws and regulations relating to the Project, including Title 50 of Part 85 of the Code of Federal Regulations relating to the Program, for the term of this Agreement. The Applicant will dispose of any waste from the Project in accordance

with the representations set forth in the Application. The Applicant further agrees to provide written documentation evidencing proper disposal upon request by the Corporation.

(ii) The Applicant will cause the construction, renovation and/or installation of the Project in strict accordance with the plans and/or specifications and project cost estimate submitted by Applicant to the Corporation with the Application.

(iii) The Applicant affirms and acknowledges that it is aware of all requirements of the Program and the CVA and has complied and will continue to comply with all requirements thereunder, for the term of this Agreement.

(iv) The Applicant shall require all contractors and subcontractors utilized by the Applicant, in connection with this Project, to comply with any and all applicable insurance requirements.

(v) During the term of this Agreement, the Applicant will not, at any time, sell or convey any portion of any property purchased, developed or necessary to the continued operation of the Project or any portion of the Project as constructed, renovated and/or installed, nor will the Applicant convert any such property or any portion of the Project to any use other than the use for which the Project was approved by the Corporation in the Application, without the prior written consent of the Corporation. Any such request to sell or convey must be made in writing by the Applicant to the Corporation.

(b) Applicant represents and warrants that:

(i) The Applicant has sufficient funds to complete the Project and for the continued operation and maintenance of the Project.

(ii) The Applicant has the power and authority to enter into this Agreement and to perform its obligations hereunder, and the signatory executing this Agreement is duly authorized to execute this Agreement on behalf of the Applicant and to bind the Applicant thereto.

(iii) Subject to the provisions set forth in paragraph 2(a)(v) herein, the Applicant owns and will continue to own the Project and any property purchased, developed or necessary to the continued operation of the Project.



3. Right of Inspection.

(a) The Applicant will provide the Corporation and DEC, and any agents or consultants acting on behalf of the Corporation, access at all reasonable times to the Project, and all surrounding environs, during the construction, renovation and/or installation of the Project and upon completion thereof, as well as access to records, invoices and such other documentation evidencing the progress of the construction, renovation and/or installation of the Project. The Applicant will require that all contracts and subcontracts relating to the Project contain provisions for access and inspection at all reasonable times by the Corporation and/or DEC, their agents or consultants.

(b) The Applicant agrees to notify the Corporation when the Project is complete. After receipt of such notice, the Corporation and/or DEC may conduct a final inspection to determine whether the Project as completed meets the requirements necessary to allow the Applicant to be reimbursed for Approved Project Costs.

(c) The Applicant acknowledges and agrees that the Corporation, any agents or consultants acting on behalf of the Corporation and/or DEC's inspection of the Project and review of the Application and the documents submitted in connection therewith and with this Agreement is for the purpose of determining compliance with the requirements of the Program, the CVA and this Agreement in connection with granting state assistance to the Applicant for eligible costs incurred in the purchase, construction, renovation and/or installation of the Project. Such inspection and review shall not be construed in any way as a warranty or representation by the Corporation or by any agents or consultants acting on behalf of the Corporation concerning the accuracy of any information provided in the Application and the documents submitted in connection therewith and with this Agreement, or the safety, quality, workmanship, qualifications of the Project or any other aspect of the construction, renovation and/or installation of the Project.

4. Reimbursement by Corporation.

(a) Subject to the availability of state and federal Program funds, and upon the Applicant's satisfaction of the conditions set forth below, the Corporation agrees to reimburse the Applicant for certain costs incurred in connection with the Project in the

amount as approved by the Corporation, and in an amount not greater than the amount set forth on Appendix A and for a period of not to exceed one (1) year from the date of this agreement. This one-year reimbursement period may be extended for an additional one (1) year period in the sole discretion of the Corporation upon prior written notice from the Corporation to the Applicant. Such reimbursement proceeds will be advanced to the Applicant in accordance with the terms of this Section 4. The Corporation agrees to reimburse the Applicant in an amount not to exceed 75% of the Estimated Project Costs as set forth in Appendix A, but in no event will the Corporation provide reimbursement to the Recipient for Approved Project Costs that exceed the Maximum Sum set forth in Appendix A. Should the Estimated Project Costs and Approved Project Costs increase subsequent to the date of this agreement, and upon prior written notice of approval from the Corporation to the Applicant, the Corporation will forward a revised Appendix A to the Applicant, which will be incorporated into and made a part of this Agreement (the "Revised Appendix A").

(b) The decision with respect to the Applicant's satisfaction of such conditions shall be determined in the sole discretion of the Corporation. Such conditions are as follows:

- i) Compliance with the covenants, agreements, representations and warranties of the Applicant set forth in Section 2 of this Agreement.
- ii) Applicant's request of the Corporation for reimbursement and inspection of the Project, and the passing of that inspection. Passing inspection for purposes of this section shall mean that the Corporation is satisfied that the facility is operational and built as proposed by the Applicant, and that the Applicant has undertaken and satisfactorily completed any necessary corrective action requested.
- iii) Submission of invoices and proof of payment, satisfactory to the Corporation, relating to the costs incurred for eligible work for which the Applicant seeks reimbursement, and such other documentation as the Corporation may request evidencing costs incurred, together with a copy of the Clean Vessel Assistance Program Reimbursement Application Form annexed hereto as Appendix B and made a part hereof.
- iv) If applicable, a corporate resolution, partnership consent or other documentation for the Applicant, in form and content satisfactory to the Corporation, authorizing the execution, delivery and performance of this Agreement and



authorizing the person executing this Agreement on behalf of the Applicant to bind the Applicant thereto.

(c) Upon the satisfaction of the requirements set forth in subsection (b) of this Section, the Corporation will reimburse the Applicant in as timely a manner as possible. The Corporation makes no representation or warranty concerning the time period in which reimbursement will be made.

(d) The Applicant agrees that it will not accept reimbursement from other municipal, state or federal sources or from insurance proceeds for any expenditure reimbursed under this Agreement. Any expenditure reimbursed by other municipal, state or federal sources or from insurance proceeds shall not be eligible for reimbursement under this Agreement.

5. Remedies Upon Default.

(a) The Applicant expressly agrees that the Corporation has absolute and sole discretion to determine that the Applicant has failed to fulfill the obligations of the provisions of this Agreement; or that the Applicant has, in any way, failed to construct, renovate and/or install, or operate and maintain the Project to the satisfaction of the Corporation; or that the Applicant has violated any permit, condition, or provision of law relating to the Project. In any such case, the Corporation shall have the authority to declare the Applicant to be in default, and therefore subject to the remedies set forth herein.

(b) If the Applicant is declared in default of any of the terms and conditions of this Agreement, and such default continues for a period of more than thirty (30) days following written notice from the Corporation to the Applicant, the Applicant acknowledges and agrees that the Corporation shall have the authority to enforce any remedy deemed available to the Corporation including, but not limited to, the following:

i) The withholding of the reimbursement of any Approved Project Costs not yet provided to the Applicant.

ii) The commencement of any process necessary to effectuate the return of the full amount of Approved Project Costs provided to the Applicant in accordance with this Agreement to the Corporation. The Applicant expressly agrees that it shall be obligated to reimburse the Corporation for any costs necessary to recover said Approved Project Costs, including but not limited to attorney fees and court costs.

6. Indemnification.

The Applicant agrees to defend, indemnify, save and hold harmless New York State, the Corporation and all their agents and employees from and against all claims, damages, losses, expenses (including, without limitation, reasonable attorney fees) arising out of or in consequence of any negligent act or omission or intentional act of the Applicant, or by reason of the execution of this Agreement or performance of the work provided for in this Agreement, and further agrees to defend at its own cost and expense, any action or proceeding commenced by or against the Applicant, and, at the request of the Corporation, any action or proceeding commenced by or against the Corporation, for the purpose of asserting or defending any claim of whatsoever character arising out of this Agreement.

7. Notices.

Any notice, request, demand, statement, authorization, approval, consent or acceptance made hereunder shall be in writing and shall be hand delivered or sent by express service or other reputable courier service, or by registered or certified mail, return receipt requested to the addresses set forth in Section 8 of this Agreement. Said notice shall be deemed given as follows: (i) if hand delivered or sent by express service or other reputable courier service, the date of delivery, or (ii) if sent by registered or certified mail, return receipt requested, seven (7) calendar days after being postmarked.

8. Authorized Representatives.

(a) The Corporation's authorized representative for the implementation of this Agreement and for approval and direction called for in this Agreement is the Director of Technical Advisory Services, or designee, as communicated in writing to the Applicant. Whenever it is provided in this Agreement that notice must be given or other communication sent to the Corporation, the notice or communication will be delivered or sent to:

New York State Environmental Facilities Corporation  
ATTENTION: Director of Technical Advisory Services  
625 Broadway  
Albany, New York 12207-2997  
E-Mail Address: CVAP@efc.ny.gov

Copy to: General Counsel, New York State Environmental Facilities Corporation

(b) The Applicant's authorized representative for the implementation of this Agreement is:

Name: Mayor

Whenever it is provided in this Agreement that notice must be given or other communication sent to the Applicant, the notices or communications will be delivered or sent to:

Applicant: City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901  
E-Mail Address: mayor@cityofplattsburgh-ny.gov

9. Appendices and Attachments.

Appendix C, "Standard Clauses For Third-Party Contracts For New York State" is attached hereto and made a part of this Agreement. All such clauses shall inure to the benefit of the Corporation. Additional attachments identified in this Agreement are attached hereto and also made a part of this Agreement.

10. Assignment.

The Agreement and the rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the Corporation.

11. Entire Agreement; Separability.

This Agreement contains the provisions, conditions, and promises agreed to between the parties. If any part of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability of such will not affect the remainder of this Agreement and this Agreement will remain valid as if the invalid or unenforceable part had not been contained.

12. Amendments.

This Agreement may only be amended by a written instrument signed by both parties. The requirements of this section 12, however, shall not apply to the extension of the one (1) year reimbursement period or the Revised Appendix A provisions of section 4 of this Agreement.

13. Waivers.

Failure of the Corporation to enforce any one or more of the conditions contained herein, shall not be construed as a waiver of such conditions. Any waiver in any instance or under any particular circumstance shall not be effective unless in writing and shall not be considered a waiver of such condition in any other instance or any other circumstance.

14. Governing Law.

This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York, except where the Federal supremacy clause requires otherwise.

15. Construction of Agreement.

The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Certification:

“In addition to the acceptance of this contract, I also  
Certify that original copies of this signature page will  
be attached to all other exact copies of this contract.”

**NEW YORK STATE ENVIRONMENTAL  
FACILITIES CORPORATION**

**By:** \_\_\_\_\_

**Name: Sabrina M. Ty**  
**Title: President and CEO**

**Date:** \_\_\_\_\_

**APPLICANT**

**By:** \_\_\_\_\_

**Name: James E. Calnon**  
**Title: Mayor**

**Date:** August 20, 2015

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF     Clinton        )

On this   20th   day of August 2015, before me personally came James E Calnon, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the City of Plattsburgh, the corporation or partnership described in and which executed the foregoing instrument; and that he signed his name thereto by the authority of said corporation or partnership.

\_\_\_\_\_  
Notary Public

## APPENDIX A

### ESTIMATED PROJECT COSTS

FACILITY NAME: City of Plattsburgh

PROJECT NAME: City of Plattsburgh Municipal Marina

**ESTIMATED PROJECT COSTS \$41,274.25**

**APPROVED PROJECT COSTS \$30,955.69**

**MAXIMUM SUM \$35,000.00**

NOTE: “Estimated Project Costs” means the projected costs of the Applicant that are eligible for funding from the Corporation; that are allowable costs and that are reasonable, necessary and allocable by the Applicant to the project.

“Approved Project Costs” means funding up to 75% of total Estimated Project Costs, not to exceed the Maximum Sum of \$35,000 per pumpout project or \$60,000 per pumpout boat project.



APPENDIX B

**CLEAN VESSEL ACT PROGRAM REIMBURSEMENT APPLICATION FORM**

New York State Environmental Facilities Corporation  
Attention: Technical Advisory Services  
625 Broadway  
Albany, New York 12207

Re: City of Plattsburgh Municipal Marina

Ladies and Gentlemen:

Pursuant to a Clean Vessel Act **Funding Agreement** (the “**Agreement**”) dated as of 1st day of August 2015 between the New York State Environmental Facilities Corporation and the City of Plattsburgh, we hereby request disbursement in the amount of \$\_\_\_\_\_ for project costs. In connection with this requisition we hereby represent and certify the following:

1. This requisition is requisition number \_\_\_\_\_.
2. The amount of this requisition, together with all prior requisitions, does not exceed the Approved Project Costs.
3. All amounts requisitioned hereunder are for eligible project costs which have not been included in any previous disbursement.
4. I hereby **certify** that expenses represented in this reimbursement request reflect actual costs for materials and services that were used for the sole purpose of completing the approved Clean Vessel project stated above and none of these claims were expended, in part or in full, for any other purpose.
5. I hereby acknowledge that amounts disbursed pursuant hereto are subject to all terms and conditions of the **Agreement** and that all representations, warranties and covenants are applicable with respect thereto.
6. Disbursement by the Corporation does not act as a waiver of any applicable term or condition of the **Agreement** or constitute a confirmation by the Corporation that any obligation thereunder has been satisfied.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Authorized Representative for Applicant  
(Print or type clearly)

**APPENDIX C**  
**STANDARD CLAUSES FOR THIRD-PARTY CONTRACTS**  
**FOR NEW YORK STATE**

The attached contract ("the Contract" or "this Contract") has been determined to be a contract "for" the State of New York ("the State"). The Contract is between an entity acting for the State pursuant to an agreement with the State (the "State Contractor") and another entity (the "Third-Party Contractor", which refers to any party other than the State Contractor or the State, whether a contractor, licensor, licensee, lessor, lessee or any other party). In light of the foregoing, the parties to the Contract (whether it may be a license, lease, amendment or other agreement of any kind) agree to be bound by the following clauses which are hereby made a part of the Contract:

**1. LIMITATION OF STATE'S LIABILITY.** The State shall have no liability hereunder to the Third-Party Contractor. The State's liability, if any, is to the State Contractor pursuant to an agreement between the State and the State Contractor ("the Agreement") which is separate and apart from this Contract, and, in accordance with the executory clause to the Agreement the State's liability is limited to the funds appropriated and available for such Agreement.

**2. NON-ASSIGNMENT CLAUSE.** Consistent with the provisions of Section 138 of the State Finance Law, this Contract may not be assigned by the Third-Party Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State Contractor and the State and any attempts to assign the Contract without the State's written consent are null and void. The Third-Party Contractor may, however, assign its right to receive payment without the State Contractor's and the State's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this Contract exceeds \$50,000 (or, if this Contract is for the State University or City University of New York, Section 355 or Section 6218 of the Education Law and exceeds the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if the Contract involves consideration other than the payment of money for the State and the consideration being given for the State has a value or reasonably estimated value that exceeds \$10,000, it shall not be valid, effective or binding until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of Contracts let for the Office of General Services is required when such Contracts exceed \$85,000 (State Finance Law Section 163.6.a). Failure to obtain the Comptroller's approval of this Contract, where required, will preclude any payment by the State to the State Contractor under the Agreement which would be used to fund this Contract.

**4. WORKERS' COMPENSATION BENEFITS.** Consistent with the provisions of Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Third-Party Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Third-Party Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Third-Party Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as

defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Third-Party Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Third-Party Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Third-Party Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Third-Party Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** Consistent with the provisions of Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, the Third-Party Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Third-Party Contractor further warrants that, at the time the Third-Party Contractor submitted its bid, an authorized and responsible person executed and delivered to the State Contractor or the State a non-collusive bidding certification on the Third-Party Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION .** Consistent with the provisions of Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Contract exceeds \$5,000, the Third-Party Contractor agrees, as a material condition of the Contract, that neither the Third-Party Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Third-Party Contractor, or any of the aforesaid affiliates of Third-Party Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. The Third-Party Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. RECORDS.** The Third-Party Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Third-Party Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Third-Party Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**10. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** Consistent with the provisions of Section 312 of the Executive Law, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the State



Contractor is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the State Contractor; or (ii) a written agreement in excess of \$100,000.00 whereby the State Contractor is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Third-Party Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the State, the Third-Party Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Third-Party Contractor's obligations herein; and

(c) the Third-Party Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Third-Party Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Third-Party Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State ; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Third-Party Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 to the extent of such duplication or conflict. The Third-Party Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**11. CONFLICTING TERMS.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix C, the terms of this Appendix C shall control.

**12. GOVERNING LAW.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**13. NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York .

**14. SERVICE OF PROCESS .** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), in any litigation arising under or with respect to this Contract, the Third-Party Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Third-Party Contractor's actual receipt of process or upon the receipt, by the entity attempting service on the Third-Party Contractor, of the return thereof

by the United States Postal Service as refused or undeliverable. The Third-Party Contractor must promptly notify the State Contractor, in writing, of each and every change of address to which service of process can be made. Service to the last known address of the Third-Party Contractor shall be sufficient. The Third-Party Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**15. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS .** The Third-Party Contractor certifies and warrants that all wood products to be used under this Contract award will be consistent with, but not limited to, the provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Third-Party Contractor to establish to meet with the approval of the State.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Third-Party Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with the language regarding use of tropical hardwoods as detailed in State Finance Law §165. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Third-Party Contractor to meet with the approval of the State.

**16. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** Consistent with the provisions of the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Third-Party Contractor hereby stipulates that the Third-Party Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**17. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement Contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, New York 10017  
Telephone: 212-803-2414  
Email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

Consistent with the provisions of Omnibus Procurement Act of 1992, by signing this bid proposal or Contract, as applicable, Third-Party Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Third-Party Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-

owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Third-Party Contractor has acted consistent with the provisions of the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Third-Party Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Third-Party Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Third-Party Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

**18. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, consistent with the provisions of the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively), they will be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**19. PURCHASES OF APPAREL.** Consistent with the provisions of State Finance Law §162 (4-a), the State and the State Contractor shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**Fessette, Lori**

---

**From:** Stone, Randal  
**Sent:** Monday, August 17, 2015 2:50 PM  
**To:** Calnon, Jim  
**Cc:** City Council; Marks, Richard A.; Farrington, Kevin; Fessette, Lori  
**Subject:** Aerial Bid  
**Attachments:** Aerial Bid Comparison - Attachment A.xlsx

Mayor & Council Members,

Two companies bid on the **“2015 OR NEWER 2,000 GPM AERIAL PLATFORM FIRE TRUCK WITH A MINIMUM 100 FOOT LADDER AND 600 HP ENGINE”**

FERRARA (\$998,467.00) & KME (\$1,023,456.00) **FERRARA being the lowest bid by \$24,989.00** – See attachment A for detailed comparison on pricing.

FERRARA was able to meet all mandatory bid requirements and also had the lowest bid. Therefore, my recommendation to the Mayor and Council is to award the Aerial Bid to FERRARA Fire Trucks ASAP.

Richard Marks reviewed the bid information and recommends full payment in advance to take advantage of the \$19,895.00 Pre-Payment discount. The final price would be \$978,572.00 with \$300,000 payed at award signing and the balance of \$678,572.00 payed on or before November 15<sup>th</sup>,2015 when the City does its bonding.

Randal J. Stone  
Fire Chief  
City of Plattsburgh



Aerial Bid Comparison

	<u>Ferrara</u>	<u>KME</u>	No Pre-Payment Discount
Base	\$1,015,467.00	\$1,024,456.00	
Equipment	\$10,000.00	\$10,000.00	<u>Difference</u>
Mounting	\$8,000.00	\$8,000.00	Ferrara Less
Trade	\$35,000.00	\$19,000.00	than KME
Bid Price	\$998,467.00	\$1,023,456.00	<u>\$24,989.00</u>

	<u>Ferrara</u>	<u>Ferrara</u>	<u>Ferrara</u>	<u>KME</u>	<u>KME</u>	<u>KME</u>	<u>KME</u>	<u>Pre-Payment</u> Difference Ferrara Less than KME
Pre-Payment Discounts	Pre-Payment Amount	Price Reduction	Percent Reduction	Final Price	Pre-Payment Amount	Price Reduction	Percent Reduction	Final Price
100%	\$978,572.00	\$19,895.00	1.992555%	\$978,572.00	\$981,758.00	\$41,698.00	4.074235%	\$981,758.00
90%	\$0.00	\$0.00	0.000000%	\$0.00	\$921,110.40	\$37,528.00	3.666792%	\$985,928.00
75%	\$748,850.25	\$14,921.00	1.494391%	\$983,546.00	\$767,592.00	\$31,274.00	3.055725%	\$992,182.00
50%	\$499,233.50	\$9,948.00	0.996327%	\$988,519.00	\$511,728.00	\$20,849.00	2.037117%	\$1,002,607.00
25%	\$249,616.75	\$4,974.00	0.498164%	\$993,493.00	\$255,864.00	\$10,425.00	1.018608%	\$1,013,031.00



Plattsburgh, New York

Kevin R. Farrington, P.E.  
City Engineer

Engineering & Planning Dept.  
41 City Hall Place  
Plattsburgh, New York 12901  
518-563-7730  
Fax: 518-563-3645

August 18, 2015

Mayor James Calnon  
and  
Members of the Common Council  
41 City Hall Place  
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for  
"Sanborn Avenue Roadway & Utility Improvement"  
Contract #2015-09**

Dear Mayor Calnon & Councilors:

We received and opened bids on Tuesday, August 18, 2015, for Contract# 2015-09, "Sanborn Avenue Roadway & Utility Improvements". A bid tabulation is attached for reference.

I have reviewed the bid and find it conforms to the specified requirements. Therefore, I recommend that a contract be awarded to, **"Luck Brothers, Inc., 73 Trade Road, Plattsburgh, NY 12901"** for the bid price of **\$410,343.00**.

Sufficient funding is available in H5110.50 2015 Street Resurfacing and Improvements.

Very truly yours,

Kevin R. Farrington, P.E.  
City Engineer

/jh

Attach.(1)

CC: City Clerk  
City Chamberlain  
Mike Brodi, Supt. Public Works

BID TITLE: \_\_\_\_\_

OPENING DATE:

August 17, 2015  
10:30 A.

NAME & ADDRESS OF BIDDERS	AMOUNT OF BID	NCBC	SECURITY
Quinn Construction Co. Inc. 202 Duane St. P. O. Box 1290 Fuller Excavating P. O. Box 380 Kanesville, Wyo.	\$533,694.00	✓	Bid Bond
Peak Construction Co. P. O. Box 231 Lundberg Wyo 12083	\$416,900.00	✓	Bid Bond
Lusk Bros 13 Trade Rd States Wyo	\$436,000.00	✓	Bid Bond
Northern Iron & Dirt & 15 Layton St. P. O. Box 1290	\$410,343.00	✓	Bid Bond
	\$487,000.00	✓	Bid Bond

8/18/88 10:30 AM



# Plattsburgh, New York

Kevin R. Farrington, P.E.  
City Engineer

Engineering & Planning Dept.  
41 City Hall Place  
Plattsburgh, New York 12901  
518-563-7730  
Fax: 518-563-3645

August 18, 2015

Mayor James Calnon  
and  
Members of the Common Council  
41 City Hall Place  
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for  
"City Street Paving"  
Contract #2015-04**

Dear Mayor Calnon & Councilors:

We received and opened bids on Tuesday, August 18, 2015, for Contract# 2015-04, "City Street Paving". A bid tabulation is attached for reference.

I have reviewed the bid and find it conforms to the specified requirements. Therefore, I recommend that a contract be awarded to, **"Steve E. Fuller, Excavating Inc., 8 Chesterfield Street, Keeseville, NY 12944"** for the unit price bid of **\$130,800.00**.

Sufficient funding is available in H5110.50 2015 Street Resurfacing and Improvements.

Very truly yours,

Kevin R. Farrington, P.E.  
City Engineer

/jh

Attach.(1)

CC: City Clerk  
City Chamberlain  
Mike Brodi, Supt. Public Works

## CITY OF PLATTSBURGH

BID TITLE: City Street Paving Contract 2015-04

[illegible]

8/18/15 10:30



# Plattsburgh, New York

Richard A. Marks  
City Chamberlain

Department of Finance  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held August 20<sup>th</sup>, 2015 the following resolution was adopted:

By Councilor \_\_\_\_\_ ; Seconded by Councilor \_\_\_\_\_

**WHEREAS**, the following resolution was adopted on August 20<sup>th</sup>, 2015, and

**WHEREAS**, the Capital Expenditure Plan adopted January 9th, 2014, includes a Street Resurfacing & Improvements category, and

**WHEREAS**, the Engineering and Planning Department has established a 2014 Street Resurfacing project that was included in the Capital Expenditure Plan adopted January 9th, 2014, and

**WHEREAS**, the cost of the 2014 Street Resurfacing project has been estimated by the Engineering and Planning Department for the costs to implement the improvements during 2014, and is being revised a third time, as follows:

	2014 Capital Plan	2014 Estimated Cost	2014 Revised Cost	2014 Revised Cost	2015 Revised Cost
New Street - So. Catherine to White St	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Pinewood – Trafalgar to Broadway	70,000	70,000	70,000	70,000	70,000
South Peru St. – Crete Blvd. to Sharron Ave.	224,000	224,000	224,000	224,000	224,000
Tyrell Avenue	220,000	220,000	220,000	220,000	220,000
West Court Street	280,000	280,000	280,000	325,000	325,000
Sidewalks	200,000	200,000	200,000	200,000	260,000
Miscellaneous Paving	100,000	100,000	100,000	360,000	310,000
Street Surveys	30,000	30,000	30,000	30,000	20,000
Street Borings	15,000	15,000	15,000	15,000	15,000
North Margaret St. Feasibility Study	-	-	11,000	11,000	11,000
Total	<u>\$ 1,184,000</u>	<u>\$ 1,184,000</u>	<u>\$ 1,195,000</u>	<u>\$1,500,000</u>	<u>\$ 1,500,000</u>
Project Funding:					
NYS CHIPS	\$ 444,000	\$ 444,000	\$ 444,000	\$ 749,000	\$ 749,000
General Fund Advance	740,000	740,000	746,000	746,000	746,000
Georgia-Pacific Grant	-	-	5,000	5,000	5,000
Total	<u>\$ 1,184,000</u>	<u>\$ 1,184,000</u>	<u>\$ 1,195,000</u>	<u>\$1,500,000</u>	<u>\$ 1,500,000</u>

Now therefore,



**BE IT RESOLVED**, by the Common Council of the City of Plattsburgh, New York, this 20th day of August 2015, as follows:

- 1) That, the amount of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars be and it is hereby appropriated for the capital project **2014 Street Resurfacing (H5110.44)** for the cost of the improvements as further revised above and is hereby authorized to be expended for such purpose.
- 2) That, Seven Hundred Forty-nine Thousand and 00/100 (\$749,000.00) Dollars of such appropriation be provided by funding from the New York State CHIPS program.
- 3) That, Seven Hundred Forty-six Thousand and 00/100 (\$746,000.00) Dollars of such appropriation be provided by an advance from the General Fund, but that such advance be repaid to the General Fund by year end through funding of this portion of the project with Bond Anticipation Notes or Serial Bonding.
- 4) That, Five Thousand and 00/100 (\$5,000.00) Dollars of such appropriation be provided by local grant from Georgia-Pacific Corporation for the feasibility study for North Margaret Street.
- 5) That, this resolution takes effect immediately.

On Roll Call,

**CERTIFIED A TRUE COPY**

---

**CITY CLERK**





# Plattsburgh, New York

Kevin R. Farrington, P.E.  
City Engineer

Engineering & Planning Dept.  
41 City Hall Place  
Plattsburgh, New York 12901  
518-563-7730  
Fax: 518-563-3645

August 18, 2015

Mayor James Calnon  
and  
Members of the Common Council  
41 City Hall Place  
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for  
"Sidewalk Replacement"  
Contract #2014-22**

Dear Mayor Calnon & Councilors:

We received and opened bids on Tuesday, August 18, 2015, for Contract# 2014-22, "Sidewalk Replacement". A bid tabulation is attached for reference.

I have reviewed the bid and find it conforms to the specified requirements. Therefore, I recommend that a contract be awarded to, **"Luck Brothers, Inc., 73 Trade Road, Plattsburgh, NY 12901"** for the bid price of **\$229,000.00**.

Sufficient funding is available in H5110.44 2014 Street Resurfacing.

Very truly yours,

Kevin R. Farrington, P.E.  
City Engineer

/jh

Attach.(1)

CC: City Clerk  
City Chamberlain  
Mike Brodi, Supt. Public Works

## CITY OF PLATTSBURGH

BID TITLE: Seismicity Replacement Contract 2014-22 BID OPENING DATE: August 18, 2015  
10:30am

[illegible]

8/18/15 10:30



**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

August 5, 2015

Mayor James E. Calnon  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a Police Department Employee to travel to Albany, NY for "The New York State Police's Colonel Henry F. Williams International Homicide Seminar", from 10/03/15 to 10/08/15. The total cost should not exceed \$950.00, as the registration cost includes meals and lodging, and will be expensed out of the Asset Forfeiture fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls



MUNICIPAL LIGHTING DEPARTMENT  
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.  
Manager

6 Miller Street  
Plattsburgh, New York 12901  
518-563-2200  
Fax: 518-563-6690

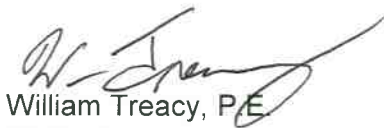
August 18, 2015

To: Mayor James Calnon

Subject: ARC-RATED FLAME RESISTANT CLOTHING RENTAL  
PMLD Bid Number: 2015-7-1 Bid Review and Award Recommendation

The Management of the Plattsburgh Municipal Lighting Department has reviewed and evaluated the one bid received on August 18, 2015, for the above subject contract. We recommend award to **UniFirst Corporation, Keeseville, NY** in the amount of **\$ 20,996.56** for each year of a three year contract. If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,

  
William Treacy, P.E.  
Manager

Enclosure: (1)

CC: City Clerk  
Councilor Mike Kelly, PMLD Liaison  
Kelly Clookey, MLD Finance Director  
Bid 2015 -7-1 File



# Plattsburgh, New York

Carole S. Garcia  
Deputy City Chamberlain

Department of Finance  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

TO: Mayor James Calnon and Members of the Common Council

FROM: Carole Garcia, Deputy City Chamberlain

*cg*

DATE: August 18, 2015

RE: Fire Department-2015 Budget Amendment

It is being requested from the Fire Department that the 2015 General Fund Budget be amended as follows:

Increase Estimated Revenue:

Federal Aid-Federal Assistance to Firefighters 0000-1440-4390 \$31,649.00

Increase Appropriations:

Fire Department-Personal Clothing & Equipment 1-3410-000-4360 \$31,649.00

This request is to budget Federal Assistance to Firefighters grant funding as well as providing the appropriation for the expending of the same. The General Fund revenue and expenditures will be increased by equal amount of \$31,649.00 resulting in no net change.

Thank you for your attention to this request.

CC: Richard Marks  
Randy Stone  
Kathy Leavine

08/18/2015 15:13  
1427cgar

CITY OF PLATTSBURGH  
ACCOUNT TRIAL BALANCE FOR FY15/JAN TO AUG

1  
|Platrbal

Receipt of Grant Proceeds

FUND 1

ACCOUNT		ACCOUNT NAME		BEG. BALANCE		DEBITS		CREDITS		NET CHANGE		END BALANCE	
PER	JNL	SRC	EFF DATE REFERENCE										
1	-04-0040-0000-0000-4390	-											
	Federal Assist to Firefighters												
1	149 CRP 01/23/15 MS	CASH RECEIPTS JOURNAL		.00		.00		564.00		-564.00			
3	320 CRP 03/25/15 MS	CASH RECEIPTS JOURNAL				.00		31,649.00		-32,213.00			
				.00		.00		32,213.00		-32,213.00		-32,213.00	
TOTALS FOR FUND 1													
	General Fund			.00		.00		32,213.00		-32,213.00		-32,213.00	
				.00		.00		32,213.00		-32,213.00		-32,213.00	
	REPORT TOTALS												

\*\* END OF REPORT - Generated by Carole Garcia \*\*





FIRE DEPARTMENT  
CITY OF PLATTSBURGH  
65 CORNELIA ST  
PLATTSBURGH, NY

12901

# Purchase Order

Fiscal Year 2015

Page 1

ALL BILLING MUST BE  
SUBMITTED WITH THIS  
CLAIM ATTACHED

Purchase Order # 13410329-00

Tax Exempt# 14-6002376

VRS SALES LTD  
PO BOX 4060

CLIFTON PARK, NY 12065

FIRE DEPARTMENT  
CITY OF PLATTSBURGH  
65 CORNELIA ST  
PLATTSBURGH, NY

12901

Vendor Phone Number	Vendor Fax Number	Acquisition Number	Vendor Name
		00001293	
Date Created	Vendor Number	Date Required	Project Location
08/13/15	008724		Fire
Item #	Description/Part No	Unit Price	Cost
001	ORIGINAL	1.00	34,594.20
	2015 EXPENDITURES AGAINST GRANT FUNDS RECEIVED IN 2015. EMW-2013-FO-05212 RICHCHET EMS GEAR NOMAX JACKETS & PANTS. GRANT FUNDS - \$31,649.00 CITY'S CONTRIBUTION - \$2,945.20	EACH	34,594.20
	***** General Ledger Summary Section *****		
	Account 13410000-2400		
	13410000-4360		
		Amount	31,649.00
		Amount	2,945.20
		Total	34,594.20

*[Handwritten Signature]*

NOTICE - Make no changes on this order. Render bill on regular Claim Form IN DUPLICATE to the City of Plattsburgh with the number of this order shown thereon. All claims must be itemized, otherwise payment will be delayed.

VENDOR COPY

Mayor's Signature



## Carlin, Beth

---

**From:** Peters, Steve <peterss@cityofplattsburgh-ny.gov>  
**Sent:** Wednesday, August 19, 2015 2:40 PM  
**To:** Carlin, Beth; Calnon, Jim  
**Subject:** Agenda Item

Beth-  
With the Mayor's approval:

Request from SUNY Plattsburgh Professor Dr. Danielle Garneau to use the Community Room at the City Recreation Center to hold an indoor "foraging lab" from September 8-11 from 1:30-3pm in case of inclement weather.

*Steve Peters*

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

The contents of this e-mail message and any attachments are confidential and are intended solely for addressee(s). This transmission is sent in trust, for the sole purpose of delivery to the intended recipient(s). If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and **delete** this message and its attachments, if any.

---

**From:** Danielle Garneau [mailto:danielle.garneau@gmail.com]  
**Sent:** Wednesday, August 19, 2015 10:19 AM  
**To:** Peters, Steve  
**Subject:** Re: inquiry on space for an ecology lab rain date and beach combing

you are the best!

Beach labs (Sept 1-Sept 4)  
Optimal foraging lab (Sept 8-11)

all labs run 1-3:50, but we would not likely be there until 1:30 and would probably stay until 3ish so we have time to get back and unload and process some things.

so grateful...it helps to have such well connected friends:)

sorry I missed you guys on Sunday. I really need an escape day before school started (haven't had one to myself all summer and wanted to finally get over to Burlington) Connor had so much fun!  
D

On Wed, Aug 19, 2015 at 10:07 AM, Peters, Steve <peterss@cityofplattsburgh-ny.gov> wrote:

Hi Danielle-

Ok, so I didn't understand the first sentence. ;) But, yes, the Community Room is available mid-week, mid-day. For it to be free, it would require City Council Approval (which I will take care of once I get the go-ahead from you). I would need exact date ranges and times for the request.

Beach—no problem. If you give me a heads-up the day/days before, I can alert my staff so that they are aware.

*Steve Peters*

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

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**From:** Danielle Garneau [mailto:[danielle.garneau@gmail.com](mailto:danielle.garneau@gmail.com)]  
**Sent:** Wednesday, August 19, 2015 9:57 AM  
**To:** Peters, Steve  
**Subject:** inquiry on space for an ecology lab rain date and beach combing

Hi Steve,

Sibley gym is being overtaken and offices made...this means that our optimal foraging (fling poker chips, pretend you are a forager under different simulations- winter weather (sock taped to hand, predation-nerf ball attack, scavenger- die roll to remove chips, competition-rock/paper/scissors over a chip, etc.) will not have a home during rainy days or spring semester labs. It is a lab we actually have them do a lab report on (so kind of important). Apparently there are no other low use areas on campus to do this. We run 3-4 labs of this (fall Tues-Fri 1-3:50) and I was wondering if there was an unused space in the rec gym that we might be able to use for this lab if it rained (or definitely in the spring). I thought maybe that basement area, rented out for parties? Not sure if it is used much mid-week, mid-day. Again, only needed in fall if it rains (b/c we use memorial field) and definitely needed in the spring. Let me know if that is a possibility. I have no idea if you would need to charge us...but wanted to check in to get options to my dept chair. Our back up is taking over hallways somewhere.

Also, I have the beach sediment sampling week for 2nd week of class Tues-Fri. Would we be able to head out in 2 vans each day? I am thinking we might do City beach one day...then move to others (Wilcox dock...is there even a beach there?), Ausable, Pt Kent) but haven't thought too deeply yet. we might just do city beach (since close to wastewater treatment plant) more extensively. You had mentioned to sample near the vacant pavillion b/c there is no beach combing there, just wanted to check.

thanks!

Danielle

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Danielle Garneau, Ph.D.  
Associate Professor of Environmental Science  
Center for Earth and Environmental Science

133 Hudson Hall

SUNY Plattsburgh  
Plattsburgh, NY 12901  
office (518) 564-4073  
fax (518) 564-5267  
[dgarn001@plattsburgh.edu](mailto:dgarn001@plattsburgh.edu)  
<http://danielle.garneau.googlepages.com/>

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<http://danielle.garneau.googlepages.com/>

## Carlin, Beth

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**From:** Mach1 Mustang <mach1scj@primelink1.net>  
**Sent:** Tuesday, August 18, 2015 11:55 AM  
**To:** Carlin, Beth  
**Subject:** Waterfront Parking Lot Request

Hello Beth,

As President of the North Country Mustang Club, I would once again like to request the use of the Waterfront Parking Lot to hold our 16<sup>th</sup> Annual All Ford Show on July 31, 2016. We received even more compliments this year on this space for the Show.

As we have in past years, we would want to park three to four camper trailers the afternoon before, Saturday July 30<sup>th</sup>, to clear the lot in preparation for the show on Sunday. We would plan to be on site by 3 pm on Saturday and hope to finish by 6 pm on Sunday. We would expect 100 to 150 all Ford vehicles to be registered for the show with app. 200 owner/participants and app. 300 spectators. We request the ability to block and regulate the flow of traffic into the parking lot for participant vehicles only. We always make accommodations for emergency vehicles as necessary. We would like to allow participants to set up personal sun tents on the grassy areas behind the parking areas with the stipulation that no stakes be put into the ground – weights would be used instead to secure the tents as that seemed to work very well again this year. We would need the use of electricity off certain available poles for lighting in **campers**, power for a DJ/announcer and a food vendor. We plan to set up a minimum of five club tents for administrative use throughout the show. Campers would be used for such administrative tasks as vote counting and staff relief. We understand that we would be responsible for renting additional portapotties for public use.

We would also like to note that we are a non-profit organization and annually donate a portion of the proceeds to designated local charities. We also solicit donations from area businesses to help support the show.

Thank you for your time and consideration in this matter. We appreciate all the assistance you and the other city officials gave to us again this year.

Many thanks, Miles J. DeCoste

- PD  
- DPW - NO ISSUES - ok.  
- Fishing Tournaments - NONE